

Request for Proposal (RFP)
#23-008-52
For
Inmate Medical & Mental Health Care Services at the Marinette
County Jail

Posting Date:
May 25, 2023



Response Deadline:
July 7, 2023
4:30 p.m. Central Standard Time (CST)

To:
Robert Majewski, Jail Administrator
Marinette County Jail
2161 University Drive
Marinette, Wisconsin 54143

Table of Contents

PROJECT OVERVIEW	2
OBJECTIVE	2
BACKGROUND	2
TENTATIVE PROJECT TIMELINE	2
RFP DUE DATE.....	3
PRE-PROPOSAL CONFERENCE/TOUR.....	3
RFP QUESTIONS AND ANSWERS	3
ADDENDUMS	3
RFP SUBMISSIONS REQUIREMENTS	3
SCOPE OF SERVICES	4
VENDOR REQUIREMENTS	4
MANDATORY PROPOSAL REQUIREMENTS	9
TERMS AND CONDITIONS	10
PAYMENT TERMS.....	11
AWARD CRITERION.....	12
OTHER	12
PROJECT CHANGES	13
ATTACHMENTS	13
EXHIBIT A.....	14
ATTACHMENT A.....	15
ATTACHMENT B	16
ATTACHMENT C	18
ATTACHMENT D.....	21
ATTACHMENT E	22

I. PROJECT OVERVIEW

Marinette County is accepting proposals from qualified service providers with specific experience in correctional facilities to provide medical and mental health services for the inmates within the Marinette County Jail (MCJ) located at 2161 University Drive, Marinette, Wisconsin. The health care services shall include on-site health care personnel, direct medical and mental health services for inmates, and coordination of off-site medical care, hospitalization, dental and other services that may be needed.

II. OBJECTIVE

The objective of this RFP is to identify and select the most competent and qualified firm, individual, partnership, or corporation capable of providing inmate medical and mental health services for Marinette County. From this selection process, it is anticipated Marinette County and the selected vendor will enter into a contract for a three (3) year period commencing January 1, 2024 at 12:01 AM, and may be renewed or extended with an option of up to two (2) two-year renewal options at the County's discretion for a potential contract term not to exceed seven (7) years.

III. BACKGROUND

The Marinette County Jail is a 165-bed facility. Populations are as follows:

- 2020 MCJ Average Daily Population (ADP) was 112.20 (2019 Huber and EM Average of 11.5), with a low of 88.77 and a high of 127.84.
- 2021 MCJ Average Daily Population (ADP) was 137.49 (2019 Lodged in other jails and EM Average of 16.4), with a low of 113.55 and a high of 163.03.
- 2022 MCJ Average Daily Population (ADP) was 117.04 (2019 Huber and EM Average of 2.6), with a low of 105.58 and a high of 126.87.

Huber/EM (Electronic Monitoring) inmates are generally responsible for their own health care. For the purpose of this proposal and any subsequent agreement ADP will be defined as not including Huber/EM inmates. This contract will primarily focus on services for the inmates and indigent/unemployed Huber (work release) inmates. The contract will also include the overseeing of all inmate medications within the Jail.

All Providers submitting proposals must have the ability to provide services onsite at the Marinette County Jail. The Provider will be responsible for the medical care and treatment of inmates and detainees housed at the Jail in accordance with state jail (DOC 350) and national standards (NCCHC).

Marinette County's Health & Human Services Department of Clinical Services unit provides adjunct services as related to mental health crisis intervention and safety planning. The healthcare services under this RFP will work in collaboration with those community interventions. The mental health services to be provided under this RFP will include crisis intervention, assessment/evaluation, and treatment planning by a qualified mental health professional in accordance with state jail (DOC 350) and national standards (NCCHC). Services and participation in forums such as mental health court will be included.

IV. TENTATIVE PROJECT TIMELINE

RFP posted by 4:30 p.m.	May 25, 2023
Registration Due by 12:00 p.m.	June 16, 2023
Pre-Proposal Conference and Tour	June 20, 2023 10:00 a.m. CST
Addendums, if any, posted by 4:30 p.m.	June 29, 2023
RFP responses due by 4:30 p.m.	July 7, 2023

V. RFP DUE DATE

Responses to this RFP shall be submitted to Robert Majewski at the Marinette County Jail no later than 4:30 p.m. CST on July 7, 2023. Submissions shall be clearly labeled RFP #23-008-52 – Inmate Medical and Mental Health Services and submitted to the location/address listed below. Faxed and/or email proposals will not be accepted.

Delivery Address for Hand Delivery, USPS, UPS, DHL, Fed X:

Robert Majewski, Jail Administrator
Marinette County Jail
2161 University Drive
Marinette, Wisconsin 54143

Each proposal must be received by the due date and time set for this RFP. A submission received after the established deadline will not be considered.

VI. PRE-PROPOSAL CONFERENCE/TOUR

A non-mandatory pre-proposal conference and tour will be held at **10:00 a.m. CST, on Tuesday, June 20, 2023** in the Jail conference room of the Marinette County Law Enforcement Center located at 2161 University Drive, Marinette, WI. Vendors are to meet in the lobby area.

The conference will be for the purpose of answering questions related to the RFP and the services to be contracted. A tour of the MCJ facility will also be included. Registration is required for the tour. Registration form must be submitted by 12:00 p.m. Wednesday, June 16, 2023.

VII. RFP QUESTIONS AND ANSWERS

Any questions in regards to this RFP must be submitted via e-mail to Robert.Majewski@marinettecountywi.gov. Clearly mark the e-mail “RFP #23-008-52 – Inmate Medical and Mental Health Services”. Phone calls or faxed questions will not be accepted.

Answers to relevant questions will be posted on the Marinette County website <http://www.marinettecounty.com> throughout the RFP timeline. It is the responsibility of all interested vendors to access the website for this information. Calls for assistance with the website may be made to (715) 732-7423.

VIII. ADDENDUMS

Any significant changes or clarifications to the RFP will be posted as an addendum on the Marinette County website <http://www.marinettecounty.com> no later than 4:30 p.m. on June 29, 2023. If an addendum is posted, an addendum sheet will be attached and will be required to be submitted with the response. Calls for assistance with the website may be made to (715) 732-7423.

IX. RFP SUBMISSION REQUIREMENTS

The Request for Proposal shall be sealed and labeled with the following information:

- Name of Vendor
- Address
- Contact Person
- Telephone and Facsimile Number
- E-mail Address

One original response and two copies of the RFP are required to be submitted.

The proposal must include:

- Attachment B – Bid Tabulation Sheet
- Attachment C – Vendor References (3)
- Attachment D – Statement of Understanding Proposal
- Addendum, if posted on Marinette County website

Upon award of the contract, the selected vendor will be required to submit a federal W-9 Form and payment address to Marinette County. Vendors previously established with the county may have this requirement waived.

The submission shall be prepared with a straightforward, concise delineation of the vendor's capabilities to satisfy the requirements of this RFP.

A vendor may withdraw or modify its proposal prior to the proposal due date. Any changes or withdrawals must be made in writing prior to the proposal due date.

Notwithstanding any other provisions of the RFP, Marinette County reserves the right to reject any or all proposals, to waive any irregularity or informality in a proposal, and to accept or reject any item or a combination of items when doing so would be to the advantage of Marinette County or its taxpayers.

It is further within the right of Marinette County to reject proposals that do not contain all elements and information requested in this document.

Marinette County will not be liable for any costs incurred by the vendors in the preparation of proposals in response to this RFP, for any oral presentations/interviews or participation in any discussions or negotiations.

X. SCOPE OF SERVICES

Marinette County is requesting formal competitive proposals for the provision of on-site inmate medical services to provide health care services for the Marinette County Sheriff's Office, Jail Division. The health care services shall include health care personnel, direct medical and mental health services for inmates, and coordination of off-site medical care, hospitalization, dental and other services that may be needed. The successful firm shall be able to provide these services for the Marinette County Sheriff's Office Jail Division which has a capacity of 165 Adult inmates; average daily population for 2022 was 117.04 and for 2021 was 137.49.

This contract will primarily focus on services for the inmates and indigent/unemployed Huber (work release) inmates. The contract will also include the overseeing of all inmate medications within the Jail.

XI. VENDOR REQUIREMENTS

As a part of the ensuing contractual agreement, the vendor shall:

- Deliver and maintain high quality, cost effective health care and mental health services. Implement policies, procedures, and protocols with clear objectives for the Marinette County Jail that meet the standards and requirements of Wisconsin Department of Corrections Administrative Code (Chapter 350), standards of the National Commission on Correction Health Care (NCCHC) and the American Correctional Association (ACA).

- Comply with all requirements of HIPAA to the extent that HIPAA applies to the Jail.
- It is mutually understood and agreed that an independent contractor relationship is established under the terms and conditions of the agreement; that employees of the selected provider are not nor shall be deemed employees of the Marinette County Jail and that employees of the Marinette County Jail are not nor shall be deemed to be employees of the selected provider.
- Operate the inmate medical and mental health care services program using properly licensed/certified and professionally trained personnel to perform all aspects of conventional health care in a correctional setting. This includes medical providers, nurses, and mental health professionals.
- Provide a licensed physician, physician assistant or mid-level practitioner available to provide consultation with Marinette County Jail Staff 24 hours/day, 7 days/week, 365 days/year, when healthcare staff is not present at the facility. A physician or physician assistant shall respond within a reasonable amount of time. Also, provide backup call coverage.
- Maintain a quality assurance program and provide information on the same. At a minimum quarterly meetings shall be scheduled with vendor staff and Jail Administration to review issues, statistical information, suggested changes, and provide feedback about the medical and mental health services being provided by the vendor.
- Offer a comprehensive annual training program for medical and mental healthcare education for the Marinette County Sheriff's Deputies and Jail Staff. Training topics to be reviewed with the Marinette County Jail Administrator and will comply with the Administration Standards of the Wisconsin Department of Corrections, Department of Corrections codes and standards of the National Commission on Correctional Health Care (NCCHC).
- Maintain an open, collaborative relationship with the administration and staff of the Marinette County Jail, and Marinette County Health and Human Services staff that provide services to Marinette County inmates.
- Conduct an ongoing health education programs for adult inmates. Topics shall include but not be limited to: personal hygiene, nutrition, alcohol and drug abuse, sexually transmitted diseases, effects of smoking and anger management.
- Operate the health services program in a humane manner with respect to inmate's rights to basic healthcare services.
- Maintain confidential, complete and accurate records of care. Electronic record keeping system is preferred. Collect and analyze healthcare statistics on a daily basis for generation of monthly and annual reports. Analysis should include information that will assist all parties in justifying current services and identify any need for enhanced services. These and all records of care will be the property of the Marinette County Sheriff's Office and will be maintained in accordance with Wisconsin Department of Corrections standards.
- Allow the Jail Administrator or designee total access to the onsite medical files, reports, schedules, grievances, charts, etc. Electronic Medical records preferred.

- Vendor will be responsible for re-pricing of off-site medical claims. Once claims are received, vendor will calculate the applicable discount (if any) and confirm the integrity of the claim prior to payment.
- Vendor will provide or contact and pay for mobile services to come to the jail for inmates that may require those services.
- Medication pass to inmates when staff is on site.

Staff Schedule

Vendor must provide adequate healthcare personnel required for the services listed in this request for proposal. Vendor must provide the following staffing: (If vendor believes below staffing requirements will not provide or over provide the medical and mental health needs of the facility they should provide their recommendations and pricing on Attachment B.)

- Physician/Physician Assistant – A prescriber will visit the facility weekly (or as otherwise agreed upon by the county and vendor) and will stay until all work is completed. Will be available by telephone 24 hours/7 days a week.
- Nurses – on site coverage to include 60 total hours per week, with guaranteed some coverage on weekends.
- Wisconsin licensed Mental Health professional-on site coverage Twenty hours (20) per week.
- Healthcare and mental health staff response to call requests within 15 minutes.
- Medical services contract manager on site supervisory visits at least quarterly.
- Mental health services contract manager on site supervisory visit at least twice per year.

The proposal must include a specific schedule including the number of positions, position titles, and number of hours (FTEs) worked by each position.

Any deviations from expected staffing levels must be approved by Jail Administration

Personnel

All personnel shall be required to pass a background investigation conducted by the Marinette County Sheriff's Office prior to placement at the job site. The cost of the background investigation will be the responsibility of Marinette County.

The successful provider's staff shall also be subject to all safety and security policies and procedures of the Marinette County Jail.

Continued assignment of staff shall be subject to the approval of the Marinette County Sheriff's Office through Jail Administration.

Only appropriately Wisconsin licensed, certified, and professionally trained medical and mental health personnel shall provide professional coverage.

The successful provider shall provide appropriate in-service training and education programs as required by law and/or license regulations for their staff. Vendor must provide comprehensive training to their staff on how to work effectively, professionally, and safely in a correctional facility.

All personnel shall comply with current and future state, federal and local laws, regulations, court orders, administrative regulations, administrative directive, and policies and procedures of the Marinette County Sheriff's Office.

Required Services and Supplies

- Correctional staff currently completes the medical and mental health screening during the booking process. Those screenings must be reviewed within 72 hours by the vendor's medical staff. A medical and mental health plan will be documented by the vendor for each inmate as deemed necessary.
- A health appraisal examination must be completed by the vendor's qualified healthcare professional for each inmate within fourteen (14) days of an initial confinement. Examinations must be completed within the guidelines of the Wisconsin Department of Corrections Administrative Code standards of the National Commission on Correctional Health Care (NCCHC).
- The vendor shall obtain all prescription and non-prescription medications, medical supplies and other supplies. The jail physician shall order all medications and must maintain all administration records. Prescribing, dispensing, and administering of medications shall comply with all State and Federal laws and regulations. All costs will be the responsibility of the successful firm.
- The vendor's medical staff are responsible for making an initial review and set up a of the inmate's Medication Administrative Record (MAR). When staff is not on duty, jail personnel may set up the MAR for the inmate. Medical review will be completed by the vendor staff as soon practical.
- The vendor's medical staff when on site shall respond to inmate sick calls daily.
- The vendor's medical staff when on site shall make daily segregation and receiving cells visits daily.
- In addition, the vendor is required to provide the following medical services and supplies:
 - Pharmacy services to include the cost of all prescription and non-prescription over-the counter medications prescribed by a duly licensed prescriber. Prescribing, dispensing, and administering of medications shall comply will all State and Federal laws and regulations.
 - Pathology/radiology services
 - Medical and mental health staff when on site shall be available for crisis intervention services
 - Removal and proper disposal of medical waste
 - Other general health care services such oral screening, and emergency dental
 - Medical supplies
 - TB assessment and possible testing of all inmates that are still in the jail for 14 days or longer
 - Doctor's orders in writing
 - All medical and mental health services to inmates housed from other counties or government agencies
 - On-site emergency medical treatment to inmates
 - Healthcare services to pregnant inmates. Healthcare services for infants following birth and delivery are not the vendor's responsibility
 - Conduct an ongoing health education program for adult inmates and detainees. Health education includes patient education in self-care skill, posters and pamphlets. Topics shall include, but not limited to: personal hygiene, nutrition, AIDS, effects of smoking, anger management and similar

education. Topics will be assessed based on the needs of the inmates and approved by Jail Administrator or designee.

- Provide training for Marinette County Sheriff Department employees offering a comprehensive program for continuing healthcare education of Sheriff Department staff. Training to include, but not limited to, First Aid, Blood Borne pathogens, Communicable diseases, Diabetes, Illicit Drugs & Effects, and similar topics.
- Vendor must provide procedures for handling inmate grievances.
- Stock first aid kits/emergency response kits, sharps disposal boxes, spill kits, protective gowns, booties, facemasks, and other similar supplies.

Vendor Responsibilities

Vendor is responsible for all of the following services and shall:

- Submit schedules and staffing patterns for all medical services that reflect coverage as per the agreement.
- Manage and maintain inmate medical records.
- Provide statistical and management reporting systems as required by Marinette County and Department of Corrections.
- Implement a Medical Grievance Procedure program.
- Submit copies of all employee evaluations annually to the Marinette County Sheriff's Department.
- Educate/train corrections staff and inmates.
- Adhere to Jail security procedures and codes of conduct.
- Maintain a collaborative working relationship with MCJ staff and with Marinette County's Health & Human Clinical Services staff providing services to MCJ.

Vendor is not responsible to provide the following services:

- Elective medical care to MCJ inmates. For purposes of the Agreement, "elective medical care" means medical care that, if not provided, would not, in the opinion of the vendor's medical doctor, cause the inmate's health to deteriorate or cause definite harm to the inmate's well-being.
- Healthcare services for infants following birth and delivery.

Optional / Alternate Service Plans

Vendor may include the following optional service packages as separate costs to their proposals. They must include a detailed description of the services being provided with each option.

- **Option A – Extended Health Services**

As an option to Staffing – Vendor may propose additional on-site nursing and/or mental health services. Vendor must list this as an additional option in the response. Vendor must also disclose the additional cost for this option. Vendor shall disclose the need for such additional services.

- **Option B – 24 Hours / Day Crisis Intervention**

As an option – Vendor shall provide 24 hours / 7 days/week, 365 days/year crisis intervention, when healthcare staff is not present at the facility. Qualified staff that meet the requirements to work with mentally ill patients per the NCCHC and ACA standards shall respond by phone within 15 minutes of initial contact, and within two hours in person.

- **Option C – Hospitalization**

Vendor will arrange and bear the cost of hospitalization related to medical services for an inmate who, in the opinion of the treating physician and/or vendor's chief medical officer or designee, requires hospitalization.

- **Option D - Alternate Service Plans**

Vendor may include alternate service plans as separate proposals. Any alternate proposal shall be in the reviewed by the evaluation committee using the same award criteria as in this proposal.

XII. MANDATORY PROPOSAL REQUIREMENTS

Proposal Requirements

Minimum submission requirements include:

1. Table of contents.
2. Certification of Vendor - firm name, address, telephone number, facsimile number, and primary contact person. Please make this the first page of your proposal package.
3. Copy of current certificate of insurance.
4. Brief history of the firm.
5. Proposal for the cost of base services. Options A – D are not mandatory, but will be reviewed in the same manner.
6. Comprehensive transition implementation plan.
7. Certification that the submitted proposal will remain valid from the proposal submission date for a period of 120 days.
8. Resumes for all key personnel to be assigned and actually provide services under contract with Marinette County.
9. Job descriptions of all staffing positions providing services under contract with Marinette County. All project personnel assigned by the vendor will be required to undergo a criminal history background check to be performed by the Marinette County Sheriff's Department and must be approved by the Sheriff.
10. A detailed list of all projects and clients for the last five (5) years. The client list must include both current and former contracts and include appropriate contact person names and title, agency (city, county, state, and federal), location with address and telephone number as well as facsimile number and e-mail address. Each contract must be identified as current or former. Locations must be included where services were provided even if no executed agreement was ever reached.
11. Minimum of three (3) references identified by the company with the information listed immediately above. Forms are included within this RFP for this specific purpose and must be submitted with the proposal. This information must be provided or the submission may be disqualified.
12. Full disclosure of all lawsuits and claims filed against the vendor, or its predecessors, in the past 48 calendar months.
13. A list of the vendor's standard coverage for insurance including liability and malpractice.
14. A list of specific provisions that need to be included in the contract or a copy of vendor's standard contract if available.

Vendors are to list in their proposal any consultants or subcontractors that may be used in the provision of the services of this request. Marinette County's Jail Administrator must approve any subcontracted providers that are hired by the selected provider.

Transition and Implementation Plan

Each vendor must submit a comprehensive Transition Implementation Plan. The quality, breadth and depth of the Plan are critical to the success of the contract start-up and the conversion from current provider.

- Plan Components – The plan must describe activities during the thirty (30) days prior to the initiation of on-site services in preparation for the start-up and for the first sixty (60) days of the contract implementation to ensure uninterrupted service delivery and continuity of care. The Plan must be approved by Marinette County. The Plan must address key aspects that are critical to the success of the transition.

Inmate Medical and Mental Health Services – Base Service Plan

Vendor is to clearly define the services being provided and describe any minor changes that vendor feels are necessary. Vendor's responsibility hereunder as to each individual inmate/detainee of MCJ shall commence immediately upon the commitment of such person to the control of the Sheriff at the MCJ.

Implied Requirements

Products and services that are not specifically addressed in this RFP but which are necessary to provide functional capabilities proposed by the respondent must be included in the proposal.

Additional Data with Proposal

Vendors may submit, on the firm's letterhead only, additional data and information deemed advantageous to Marinette County. Consideration of such data and information is to be held optional to Marinette County.

XIII. TERMS AND CONDITIONS

Responsibility of Marinette County

Marinette County shall provide office space, appropriate furniture and equipment as exists in the MCJ medical office. A list of such equipment and supplies is attached and marked Exhibit A.

It will be the responsibility of Marinette County to maintain and replace county provided equipment if maintenance or replacement is warranted due to normal usage, wear and tear. In the event of damage or replacement due to neglect or intentional misuse by the vendor, the vendor will be responsible for replacement or repair.

Responsibility of Vendor

It is the responsibility of the vendor to view existing equipment during the site pre-proposal meeting June 20, 2023.

The successful vendor at their expense shall be responsible for providing any and all additional furniture, fixtures, and equipment deemed necessary by the vendor to fulfill the requirements of service under this RFP.

Insurance Requirements

It is preferred that vendor agrees to maintain the following insurance coverage at all times during the term of this agreement:

<u>Coverage</u>	<u>Limits</u>
Medical Professional Liability	\$1,000,000 per loss \$5,000,000 aggregate
Comprehensive General Liability	\$1,000,000 per occurrence \$5,000,000 aggregate
Business Automobile	\$1,000,000 per occurrence \$5,000,000 aggregate
Worker's Compensation (Employees Only)	Statutory Cov. A. \$500,000, \$500,000 liability
Umbrella General Liability	\$10,000,000 per occurrence \$10,000,000 aggregate

This insurance shall name the vendor, its employees, officers, agents, and independent vendors within the coverage and limits stated above. Said insurance coverage shall provide it will survive the termination of this Agreement and will provide coverage at any date a claim is made against any of the insured whether or not any relationship exists between Marinette County and the vendor. The vendor and its subcontractors shall also maintain, at their expense, Worker's Compensation for all employees in the statutory amounts.

Certificates of Insurance: Within thirty (30) days of award, the vendor shall deliver to Marinette County certificates of insurance naming Marinette County and the Marinette County Sheriff as additional insured parties for each of the above specified types of insurance. Certificate shall be addressed to:

Jail Administrator
Marinette County Jail
2161 University Drive
Marinette, WI 54143

Changes in Insurance Coverage: The vendor shall notify Marinette County of changes in insurance coverage in writing within thirty (30) days, but under no circumstances will the types or amounts of coverage be changed without the prior written consent of Marinette County.

Insurance Rating: All of the above-specified types of insurance shall be obtained from companies that have at least a triple "A" rating in Best's Guide or the equivalent.

XIV. PAYMENT TERMS

Pricing Structure

MCJ proposal pricing shall be an annual lump sum amount using the Jail ADP (see section III. Background for Average Daily Population for Pricing).

1. Monthly invoices shall be submitted by the vendor for one-twelfth of the proposed total lump sum amount during the term of this agreement and any extensions of the agreement.
2. Per Diem credit/cost adjustments for ADP shall not be made.

Billing/Payments

Vendor shall submit monthly invoices to Marinette County Jail for one-twelfth of the total lump sum amount during the term of this agreement and any extensions of the agreement.

Payment will be made to the vendor within thirty (30) days of invoice receipt.

XV. AWARD CRITERION

Award shall be made to the vendor whose proposal is determined to be in the best interest of Marinette County, taking into consideration cost and other evaluation factors listed in the RFP.

Proposals submitted will be evaluated based on criteria including, but not limited to the following:

1. General quality and adequacy of response - 10%
 - a. Completeness and thoroughness
 - b. Understanding of the project
 - c. Responsiveness to terms and conditions
 - d. The listing of any exceptions or conditions detailed by the vendor to the specifications as written
2. Experience & qualifications of firm and assigned staff - 25%
 - a. Experience of firm
 - b. Qualifications of personnel
 - c. Experience of personnel
3. Reasonableness of cost estimates - 45%
 - a. Annual lump sum cost
 - b. Unit cost for any other services as may be proposed by the vendor
 - c. Evidence of efficient use of resources
 - d. Total cost of each service option
4. Services - 10%
 - a. Ability to commence March 1, 2012
 - b. Plan for transition
 - c. Detail and responsiveness of the Transition Implementation Plan
5. References / Client Lists - 10%

XVI. OTHER

All work shall conform to all applicable industry standards, federal, state laws, local laws, codes and ordinances.

No vendor will be provided with financial and/or competitive vendor information on this Proposal until after the award of contract has been made. At that time, all Proposals will be available for review in accordance with the Wisconsin Open Records Law. Marinette County shall not be held liable for any claims arising from disclosure required under the Wisconsin Open Records Law.

Marinette County and its departments are exempt from payment of all federal, state and local taxes on its purchases except Wisconsin excise taxes.

Any contract between vendor and Marinette County shall be subject to the laws of the State of Wisconsin. In connection with the performance of work under such contract, the vendor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation, or national origin.

By responding to this Proposal, prospective vendors acknowledge and accept the attachments, including insurance requirements and service template contract sample attached.

Unless otherwise specified, all proposals submitted shall be binding for one hundred twenty (120) calendar days following bid opening.

Marinette County may require oral presentations from selected vendors. If presentations are needed, the vendor will be contacted to arrange a date and time.

XVII. PROJECT CHANGES

Marinette County reserves the right to make changes to the project. Any changes in the scope of services shall be mutually agreed upon in writing by the Vendor and the County.

XVIII. ATTACHMENTS

Exhibit A – Medical Equipment at the Jail Facility
Attachment A – Vendor Letter of Registration for Pre-proposal Meeting
Attachment B – Bid Tabulation Sheet
Attachment C – Vendor References
Attachment D – Statement of Understanding
Attachment E – Sample Contract

EXHIBIT A
MEDICAL EQUIPMENT AT THE JAIL FACILITY

- One (1) exam table
- One (1) stool
- One (1) small refrigerator
- One (1) scale
- Two (2) medical carts
- One(1) computer, printer and fax
- One (1)Medtronic AED
- One (1) Pulse Oximeter
- Two (2) Wheel Chairs
- One (1) Shower Chair
- Two (2) Pulse Oximeter's
- Three (3) Thermometer's "forehead"
- Two (2) Stethoscopes
- One (1) Otoscope
- Two (2) Glucometers
- One (1) Centrifuge Machine
- One (1) Peak flow Meter
- Two (2) Blood Pressure Cuff
- One (1) Portable Scale
- One (1) Utility Cart for holding medical supplies

ATTACHMENT A
VENDOR LETTER OF REGISTRATION FOR PRE-PROPOSAL MEETING
FOR: RFP#23-008-52
INMATE MEDICAL & MENTAL HEALTH SERVICES

The undersigned intends to attend the pre-proposal conference at 10:00 a.m., June 20, 2023 at the Marinette County Law Enforcement Center, 2161 University Drive, Marinette, WI 54143. Meet in Lobby Area.

Representative's Signature

Date

Representative's Printed Name

Company Name and Legal Name for Business within Wisconsin

Telephone Number and Extension

Facsimile Number

E-Mail Address

The following individuals listed below are planning to attend the pre-proposal meeting:

Full Name

Date of Birth

Title

1. _____

2. _____

3. _____

Note: This form is mandatory and is required to obtain security clearance for individuals scheduled to attend the pre-proposal conference. While any firm interested in potentially submitting a proposal may attend, it is not mandatory. No more than three individuals may participate for any one vendor. Neither this letter of intent nor the company's participation in the pre-proposal conference obligates the vendor to actually submit a proposal in response to the RFP for INMATE MEDICAL & MENTAL HEALTH SERVICES. Official photo identification is required to enter the facility.

EMAIL TO: Robert.Majewski@marinettecountywi.gov NO LATER THAN 12:00 p.m. Wednesday, June 16, 2023.

ATTACHMENT B
RFP#23-008-52 - INMATE MEDICAL & MENTAL HEALTH SERVICES
BID TABULATION SHEET

VENDOR _____

(There will be no per diem credit/cost adjustments for ADP)

Electronic record keeping system ____ **Yes** ____ **No**

If additional costs are associated with Electronic record keeping system, please list below:

\$ _____

Cost listed above is in addition to the base amounts listed below.

Base Amount for Health Care Services per the specifications provided in this request for proposal:

2024_____	Rate for Dr._____Nurse_____
2025_____	Rate for Dr._____Nurse_____
2026_____	Rate for Dr._____Nurse_____

All amounts listed for the options below are in addition to the base amounts listed above.

Option A – Extended Mental Health Services (detailed description of services provided must be attached):

2024_____

2025_____

2026_____

Option B – 24 Hours / Day Crisis Intervention (detailed description of services provided must be attached):

2024_____

2025_____

2026_____

Option C – Hospitalization (detailed description of services provided must be attached):

2024_____

2025_____

2026_____

Option D – Alternate Service Plans (detailed description of services provided must be attached):

2024 _____

2025 _____

2026 _____

We, the undersigned, propose to provide inmate healthcare services to the inmates of the Marinette County Jail at the pricing listed above:

Provider: _____

Address: _____

Telephone: _____

Signer: _____ **Title:** _____

Printed Name: _____ **Date:** _____

ATTACHMENT C, PAGE 1
RFP#23-008-52 - INMATE MEDICAL & MENTAL HEALTH SERVICES
VENDOR REFERENCES

1) Agency Name _____

Agency Address _____

Contact Person _____ Contact Number _____

E-Mail _____ Fax Number _____

Number of Sites _____ Number of Inmates _____

Number of WI Sites _____

Facility Type _____ Jail _____ Prison _____ Juvenile _____ Other

Accreditation _____ ACA _____ NCCHC _____ Other

Contract Term (original, extensions, renewals, rebids) _____

_____ Current Contract _____ Prior Contract

Contract End Date _____

If terminated, specify by whom _____ agency _____ vendor

Reason _____

_____ Lost in Rebid, if so specify award recipient _____

Reason _____

_____ Other, specify (i.e. returned to self-operated, transition to University)

Reason _____

ATTACHMENT C, PAGE 2
RFP#23-008-52 - INMATE MEDICAL & MENTAL HEALTH SERVICES
VENDOR REFERENCES

2) Agency Name _____

Agency Address _____

Contact Person _____ Contact Number _____

E-Mail _____ Fax Number _____

Number of Sites _____ Number of Inmates _____

Number of WI Sites _____

Facility Type _____ Jail _____ Prison _____ Juvenile _____ Other

Accreditation _____ ACA _____ NCCHC _____ Other

Contract Term (original, extensions, renewals, rebids) _____

_____ Current Contract _____ Prior Contract

Contract End Date _____

If terminated, specify by whom _____ agency _____ vendor

Reason _____

_____ Lost in Rebid, if so specify award recipient _____

Reason _____

_____ Other, specify (i.e. returned to self-operated, transition to University)

Reason _____

3) Agency Name _____

Agency Address _____

Contact Person _____ Contact Number _____

E-Mail _____ Fax Number _____

Number of Sites _____ Number of Inmates _____

Number of WI Sites _____

Facility Type _____ Jail _____ Prison _____ Juvenile _____ Other _____

Accreditation _____ ACA _____ NCCHC _____ Other _____

Contract Term (original, extensions, renewals, rebids) _____

_____ Current Contract _____ Prior Contract

Contract End Date _____

If terminated, specify by whom _____ agency _____ vendor

Reason _____

_____ Lost in Rebid, if so specify award recipient _____

Reason _____

_____ Other, specify (i.e. returned to self-operated, transition to University)

Reason _____

ATTACHMENT D
RFP#23-008-52 - INMATE MEDICAL & MENTAL HEALTH SERVICES
STATEMENT OF UNDERSTANDING OF PROPOSAL

Vendor name

Vendor's address

City

State

Zip code

Contact person's name & position

Contact person's e-mail address

Vendor's Phone number

Vendor's Fax Number

We have read the County's Request for Proposals (RFP) for RFP#23-008-52 Inmate Medical and Mental Health Services and fully understand its intent. We certify that we have adequate personnel, equipment, and license to perform said services. We understand our ability and fitness to perform shall be judged solely by Marinette County. In addition, we certify that:

- (a) Our proposal is not made in the interest or on behalf of any person not named therein;
- (b) We have not directly or indirectly induced or solicited any person to submit a false or misleading proposal or to refrain from proposing;
- (c) We have not in any manner sought by collusion to secure an advantage over any other vendor;
- (d) We have thoroughly examined the RFP requirements, and our proposed fees cover all costs for service/equipment we have proposed; and
- (e) We acknowledge and accept all the terms and conditions included in the RFP

Signature of Vendor or Vendor's Representative

Date

ATTACHMENT E
MARINETTE COUNTY SAMPLE AGREEMENT

THIS AGREEMENT is made by and between Marinette County, a municipality, hereinafter referred to as COUNTY, and _____, hereinafter referred to as CONTRACTOR, for the purpose of _____.

The parties agree as follows:

1. Contact Persons and Contract Administrators:

COUNTY's agent and contact person is:	Name
Whose principal business address is:	Department
	Address
	Marinette WI 54143

CONTRACTOR agent and contact person is:

Name:
Title:
Company:
Address:
City, State:
Telephone:

2. CONTRACTOR agrees the following services, as set forth in the proposal dated _____, attached and incorporated in **Exhibit B**, shall be provided to Marinette County.
3. CONTRACTOR agrees to provide service to COUNTY at the cost set forth in response to the proposal dated _____, attached and incorporated as **Exhibit B**.
4. Start/Completion dates to be determined.
5. COUNTY agrees to the following:
- Payment Terms – COUNTY will pay the CONTRACTOR within 30 days of receipt of completed and submitted plan.
6. Both parties agree that the relationship between the parties shall be that of an independent CONTRACTOR and shall not be construed to be an Employer-Employee relationship; specifically the parties agree that:
- CONTRACTOR will be responsible to pay all Federal, State and social security taxes on any income received under this Agreement.
 - COUNTY will pay no fringe benefits or other compensation to CONTRACTOR.
7. CONTRACTOR will provide and maintain certificates of insurance with minimum limits as follows:

<u>Coverage</u>	<u>Limits</u>
Medical Professional Liability	\$1,000,000 per loss \$5,000,000 aggregate

Comprehensive General Liability	\$1,000,000 per occurrence \$5,000,000 aggregate
Business Automobile	\$1,000,000 per occurrence \$5,000,000 aggregate
Worker's Compensation (Employees Only)	Statutory Cov. A. \$500,000, \$500,000 liability
Umbrella General Liability	\$10,000,000 per occurrence \$10,000,000 aggregate

Certificates of insurance indicating COUNTY as additional insured must be presented to COUNTY's agent with a signed copy of this agreement prior to commencing work. Additionally, all policies shall contain endorsements by respective insurance companies waiving all rights of subrogation, if any, against COUNTY and shall further provide that policies are not cancelable except upon thirty days written notice to COUNTY.

8. CONTRACTOR hereby agrees to release, indemnify, defend and hold harmless Marinette County, its officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance under this agreement by Contractor, its officers, officials, employees, agent or assigns. Marinette County does not waive, and specifically reserves, its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.
9. This contract may be amended in writing by mutual agreement of both parties at any time.
10. This agreement shall be governed by the laws of the State of Wisconsin.
11. COUNTY may terminate this agreement in the event CONTRACTOR breaches any of the terms of the agreement or for unsatisfactory performance by CONTRACTOR. Termination shall be immediate upon written notification by the COUNTY.

CONTRACTOR

Date

Kathy Brandt, County Clerk

Date